

ARCHITECT-ENGINEER CONTRACT

1. CONTRACT NO.

F44650-99-D-0004

2. DATE OF CONTRACT

24 AUG 99

3A. NAME OF ARCHITECT-ENGINEER

Engineering-environmental Management (e2m)

3B. TELEPHONE NO. (Include Area Code)

(303) 721-9219

3C. ADDRESS OF ARCHITECT-ENGINEER (Include ZIP Code)

7000 South Yosemite Street, Suite 295
Englewood, CO 80112

RFP: F44650-98-R-0010

CEC: 785918954

TIN: 84-1129059

GAGE: OMP11

4. DEPARTMENT OR AGENCY AND ADDRESS (Include ZIP Code)

Air Combat Command Contracting Squadron (ACC CONS/LGCE)
130 Douglas Street, Suite 403
Langley AFB, VA 23665-2791

POC: Helen Vaughn

TELEPHONE: (757) 764-7582

DSN: 574-7582/FAX (757) 764-0905

5. PROJECT TITLE AND LOCATION

Indefinite Delivery-Indefinite Quantity (IDIQ) contract for Environmental Compliance & Analysis Services for sites throughout the Continental U.S. & Limited Overseas locations in support of the Air Force Air Combat Command (ACC).

6. CONTRACT FOR (General description of services to be provided)

Upon receipt of duly executed task orders, perform all services required per the project(s) described therein. Work & services shall be completed within the period of time specified in the task order. No task orders shall be issued hereunder after the expiration of this contract.

7. CONTRACT AMOUNT (Express in words and figures)

See Section G Paragraph G005

8. NEGOTIATION AUTHORITY

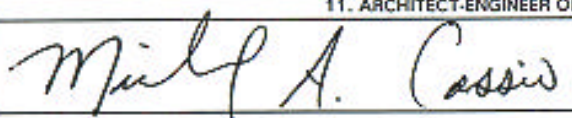
9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

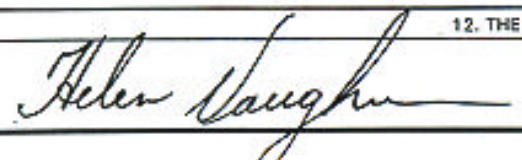
Funds will be cited and obligated on each task order issued hereunder. Payment office will be identified on each task order.

10. The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows, all of which are made a part of this contract:

See Table of Contents , Page 3

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract. The parties hereto have executed this contract as of the date recorded in Item 2.

SIGNATURES		NAMES AND TITLES (Typed)
11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR		
A		Michael A. Cassio / President
B		
C		
D		

12. THE UNITED STATES OF AMERICA		
	HELEN VAUGHN Contracting Officer	24 Aug/99
STANDARD FORM 252 (REV. 10-83) BACK		

ARCHITECT-ENGINEER CONTRACT

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PART I - THE SCHEDULE SECTION B	SUPPLIES OR SERVICES AND PRICES/COST
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B001 CONTRACT MINIMUM

The minimum dollar amount to be placed by the Government against this contract shall be \$250,000.00.(See clause G005 (b))

<u>ITEM</u>	<u>SERVICES</u>	<u>TOTAL</u>
	<u>AMOUNT</u>	
0001	ENVIRONMENTAL COMPLIANCE AND ANALYSIS SERVICES	TBN

contract type:	completion date:
J-FIRM FIXED PRICE	ASREQ

site codes: cqa: D acp: D fob: D

descriptive data:

THE CONTRACTOR SHALL PERFORM ENVIRONMENTAL COMPLIANCE AND ANALYSIS SERVICES IN ACCORDANCE WITH THE SOW, DATED 12 MAR 99, AND THE SOW INCLUDED IN EACH TASK ORDER HEREUNDER.

<u>ITEM</u>	<u>SERVICES</u>	<u>TOTAL ESTIMATED</u>
	<u>AMOUNT</u>	
0002	ENVIRONMENTAL COMPLIANCE AND ANALYSIS SERVICES	TBN

contract type:	completion date:
Y-TIME AND MATERIAL	ASREQ

site codes: cqa: D acp: D fob: D

descriptive data:

THE CONTRACTOR SHALL PERFORM ENVIRONMENTAL COMPLIANCE AND ANALYSIS SERVICES IN ACCORDANCE WITH THE SOW, DATED 12 MAR 99, AND THE SOW INCLUDED IN EACH TASK ORDER HEREUNDER.

<u>ITEM</u>	<u>SERVICES</u>	<u>TOTAL AMOUNT</u>
0003	0003 DELIVERABLE DATA	NSP

THE CONTRACTOR SHALL PROVIDE ALL DELIVERABLES AS REQUIRED UNDER INDIVIDUAL TASK ORDERS. THIS WILL NOT BE SEPARATELY PRICED. THE COSTS ASSOCIATED WITH THIS CLIN ARE INCLUDED IN THE PRICE OF CLIN 0001 OR 0002.

B002 CLAUSES AND PROVISIONS

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- (c) Sections K and L will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.

B003 ACRONYMS: The following acronyms used in the schedule, defined:

acp	Acceptance Point
ASREQ	As Required
cqa	Contractor Quality Assurance
D	Destination
fob	Freight On Board
NSP	Not Separately Priced
SOW	Statement Of Work
TBN	To Be Negotiated

PART I - THE SCHEDULE SECTION C	STATEMENT OF WORK
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C001 STATEMENT OF WORK

This contract provides services in the areas of Environmental Investigations and Studies, Audits and Assessments, Compliance/Pollution and other environmental services to support ACC installations, sites and other locations which support ACC in its current planned missions. A complete copy of the SOW, dated 12 Mar 99, is referenced in Section J as Attachment 1.

PART I - THE SCHEDULE SECTION D	PACKAGING AND MARKING
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**D001 PRESERVATION, PACKAGING, PACKING AND MARKING
REQUIREMENTS**

Preservation, packaging, packing and marking shall be set forth in each individual task order.
The “deliver to” address will be designated in each task order.

PART I - THE SCHEDULE SECTION E	INSPECTION AND ACCEPTANCE
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E001 NOTICE: The following Federal Acquisition Regulation (FAR) solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

52.246-04 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)

52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)

E002 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work and services performed hereunder shall be by the Contracting Officer's Representative (COR) designated on individual task orders.

The Contracting Officer has designated technical management of this contract to the COR. COR duties will be performed as specified in each task order.

The Contracting Officer is the only person with the authority to alter terms and conditions of the contract.

**E003 DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION
SUPPLEMENT CONTRACT CLAUSE IN FULL TEXT**

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

PART I - THE SCHEDULE SECTION F	DELIVERIES OR PERFORMANCE
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F001 NOTICE: The following Federal Acquisition Regulation (FAR) solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

52.242-14	SUSPENSION OF WORK (APR 1984)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)

F002 PERIOD OF PERFORMANCE (FAR 11.401(a))

The ordering period for this contract is from date of award through five (5) years. Performance may continue up to two (2) years past the completion date of this contract.

F003 LEGAL HOLIDAYS

The following legal holidays may be observed by installations serviced under this contract:

New Year's Day	01 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	04 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

NOTE: Any of the aforementioned holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

PART I - THE SCHEDULE SECTION G	CONTRACT ADMINISTRATION DATA
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**G001 AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT
CONTRACT CLAUSES IN FULL TEXT**

5352.232-9000 REMITTANCE ADDRESS (MAY 1996)

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

Standard Payments

Electronic Funds Transfer Payments

Engineering-environmental Management (e2m)

Transit 10200107

7000 S. Yosemite Street, Ste 295

Account No: 1192174280

Englewood, CO 80112

Bank One

(800) 372-2651 (confirmation)

G002 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data will be set forth on individual task orders issued hereunder.

G003 SUBMISSION OF INVOICES FOR TASK ORDERS

Properly prepared invoices, as required by the appropriate clauses identified in Section I of this contract, will be submitted electronically or in original plus two copies to the cognizant Contracting Officer responsible for issuing the task order. The preferred method of invoicing for this contract is electronic.

G004 CONTRACT ADMINISTRATION DATA

a. Primary administration of the awarded contract will be performed by:

ACC Contracting Squadron/LGCE
130 Douglas Street, Suite 403
Langley AFB, Va 23665-2791

b. Unless otherwise specified in the individual task order, administration of awarded task orders will be performed by the cognizant contracting office issuing the order. However, this clause in no way authorizes anyone other than the Procuring Contracting Officer to commit the Government to changes in the terms of the contract.

G005 ESTIMATED CONTRACT AMOUNT

(a) The total program value for this acquisition is \$125,000,000. The total dollar value of all orders placed on all contracts awarded will not exceed the total program value. Task orders will be placed in accordance with the terms of this contract.

(b). For the basic five-year award period, the minimum guaranteed amount shall be \$250,000. This minimum shall be met by obligating \$250,000 on the basic contract or issuance of task orders. If task orders are not issued during the five-year basic period to cover the minimum of \$250,000, the Contractor shall submit an invoice for \$250,000 to satisfy the minimum award amount.

PART I - THE SCHEDULE SECTION H	SPECIAL CONTRACT REQUIREMENTS
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H001 FIXED PRICE TASK ORDER COSTS

In Fixed-Price task orders, the total cost for labor, materials, reproduction, subcontracting, travel and other direct cost items shall be specified in the line item for the basic service. Negotiation and agreement on total price to the government for the effort specified shall constitute the Firm-Fixed-Price for the task order. The Contractor shall be obligated to perform the effort specified in the task order.

H002 TIME AND MATERIAL TASK ORDER CONSIDERATION AND PAYMENT

(a) Labor – The Contractor shall be paid on the basis of the number of person-hours for each labor category utilized times the labor rate for such labor category from the contract's Labor Rate Schedule in effect at the time of actual performance of the work.

(b) Support Costs - The Contractor shall be reimbursed for the actual allowable and allocable costs of communications, equipment rental, laboratory analyses, materials, reproduction and graphics, subcontracting effort, travel (including per diem), sample bottles/containers/kits, shipping, waste management, miscellaneous other direct cost and for indirect costs, excluding profit, expressly allowed by the Contractor's approved accounting system.

H003 ORDERING PROCEDURES

This contract shall allow task orders to be issued on Fixed-Price (FP) or Time-and-Materials (T&M) basis.

(a) FP task orders shall be used when there is a reasonably defined SOW available and a fair and reasonable price can be established. (Applicable to CLIN 0001)

(b) T&M task orders shall be used when it is not possible at the time of placing the task order to estimate the extent or duration of the effort. (Applicable to CLIN 0002)

(c) Individual task orders will be awarded with either a "Total Price" for FP task orders or "Ceiling Price" for T&M task orders. Labor rates corresponding to annual segments of the period of performance and to applicable task order arrangement are set forth in the contract's Section J, Attachment 2, entitled "Labor Rate Schedule for Orders." Efforts identified in contract Section C, "Statement of Work" of the contract are described in general terms. Task orders shall be issued to the Contractor as necessary for efforts described more specifically in the task order's SOW. The Contracting Officer is the only individual authorized to solicit and/or award task orders and modifications thereto under this contract.

(d) The Government reserves the right to utilize whatever type task order (FP or T&M) is deemed to be in the best interest of the Government at the time the order is placed. When a FP

task order is contemplated by the Government, the parties (Contractor and Government) shall reach agreement on the specified performance required and on the total price for the effort before the FP task order may be awarded. The Contracting Officer has final approval authority on the task order type.

(e) FP and T&M task orders shall be issued in accordance with the following procedures:

(1) The Contracting Officer will furnish the Contractor with a request for proposal (RFP). The request shall include:

- i. a description of the specified work required;
- ii. the anticipated performance period;
- iii. any other pertinent information (such as site or location).

(2) The Contractor shall, within the time specified in the task order RFP, provide the Contracting Officer two (2) copies of the proposal, unless submitted electronically, that address:

- i. the comprehensive technical and management approach to accomplish the work effort;
- ii. a detailed cost proposal; the proposal shall include a breakout of direct labor and all other costs for consideration under the particular task order.
- iii. a proposed schedule for completing the task order effort;
- iv. any other pertinent information.

NOTE: The preferred method for RFP issuance and contractor proposal submission will be through electronic transmission.

(3) The Contracting Officer and technical representatives will review the proposal upon receipt and enter into discussions/negotiations with the Contractor as may be necessary. In the event a mutually satisfactory task order cannot be negotiated and a final offer is unacceptable as submitted, the Contracting Officer will then initiate negotiations with the next ranked firm.

(4) At the conclusion of discussions/negotiations, the Contractor shall provide a Confirmation of Negotiations letter, and, if applicable, a Current Cost or Pricing Data pursuant to FAR 15.403.

(5) The Contracting Officer will issue a unilateral task order which will include:

- i. Contract and task order numbers;
- ii. Statement of Work, including references to applicable specifications;
- iii. any government-furnished property, material, or base support to be made available for performance of the order;
- iv. the total price of the order for FP task orders or the ceiling price for T&M task orders;
- v. the schedule of services and/or supplies and period of performance;
- vi. the Contracting Officer's Representative (COR) as well as any other necessary points of contact; and

- vii. any other pertinent information deemed necessary to the performance of the order.

NOTE: The preferred method for task order issuance is through electronic transmission.

(6) Notwithstanding the provision in subparagraphs (1) through (5) above, the government reserves the right to independently determine the scope and the ceiling price for any order issued on a T&M basis. Payment will be made in accordance with FAR clause 52.232-7, Payments Under Time and Materials and Labor-Hour Contracts.

(7) Upon receipt of a written authorization/order issued by the Contracting Officer, the Contractor shall furnish to the government the services and/or supplies as set forth in the schedule.

(8) Travel expenses (per diem, transportation, mileage, etc...) will not exceed unit costs specified in the Government's Joint Travel Regulation.

H004 COMMUNICATIONS SECURITY (COMSEC) MONITORING

All communications with DOD organizations are subject to COMSEC review. Contractor personnel will be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DOD organizations. Therefore, civilian Contractor personnel are advised that any time they place a call to, or receive a call from, a USAF organization, they are subject to COMSEC procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information. (AFI 33-219)

H005 RELEASE OF INFORMATION

(a) The Contractor shall not make public release of any information relating to all or any part of this contract without prior approval of the Procuring Contracting Officer. Coordination will be made with HEADQUARTERS ACC/PA, 115 THOMPSON ST, STE. 211, LANGLEY AFB, VA 23665 prior to release of the information.

(b) For the purpose of this clause, "information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc.

(c) Two copies of any information to be released must be submitted to the HQ ACC/PA office for security and policy review and clearance 20 days prior to release. Information copies will also be sent to the cognizant Contracting Officer and project engineer. Papers and/or presentations co-authored with an Air Force author may be submitted by either author.

H006 GOVERNMENT FURNISHED PROPERTY/MATERIAL (GFP/GFM)

The Government will furnish to the Contractor, or the Contractor shall be authorized to obtain via Contractor Acquired Property, for use in the performance of this contract the property set forth in the task orders, where applicable, in accordance with the requirements of the "Government Property" clause, Section I hereof as follows:

<u>Nomenclature</u>	<u>Part Number/NSN</u>	<u>Quantity</u>	<u>Date Available</u>
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(TO BE IDENTIFIED ON THE INDIVIDUAL TASK ORDER WHEN APPLICABLE)

H007 TASK ORDER DISTRIBUTION

This contract is one of the multiple indefinite quantity awards for which the government will distribute work among the various contractors using the following considerations: (Not listed in any order of preference or ranking)

Contractor Performance which includes specialized experience, technical competence and past performance associated with the particular project.

Contractor Proximity to work site with respect to the project and knowledge of the locality of the project.

Contractor Capacity and ability to accomplish the work in the required time.

Quality of Work performed and deliverables received under these contracts.

H008 STATUTORY LIMITATIONS

In accordance with 10 U.S.C. 9540, the total amount to be paid to an Architect-Engineer (A-E) Contractor for producing and delivering designs, plans, drawings and specifications for a facility project is limited to six percent (6%) of the predetermined estimated construction cost as defined in the contract clause FAR 52.236-22.

H009 NOTICE OF NON-ALLOWABILITY OF DIRECT CHARGES FOR GENERAL PURPOSE OFFICE EQUIPMENT AND GENERAL PURPOSE AUTOMATED DATA PROCESSING EQUIPMENT

(a) Notwithstanding the ALLOWABLE COST AND PAYMENT CLAUSE, 52.216-7, of Section I, costs for the acquisition of General Purpose Office Equipment (GPOE) and Automated Data Processing Equipment (ADPE) shall not be considered as an allowable direct charge to this contract.

(b) GPOE refers to the equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc., that are obtainable on the open market. ADPE means equipment as defined in FAR 31.001.

H010 DAVIS-BACON REQUIREMENTS

The contractor hereby agrees to comply with the Davis-Bacon Act and related clauses when work on a Task Order contains construction efforts costing in excess of \$2,000. All applicable clauses are set forth in Section I, Contract Clauses, of this contract and as stipulated in FAR 22.407(a) and (c). The items of construction work will be identified in each task order.

H011 REQUIRED INSURANCE

Pursuant to FAR 52.228-5, "Insurance - Work on a Government Installation," the Contractor shall procure and maintain during the entire period of his performance of this contract the following minimum insurance:

WORKERS COMPENSATION

Minimum amount as required by law, except that if this Contract is to be performed in a state which does not require or permit private insurance, the compliance with the statutory or administrative requirement in any such state will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employers' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

COMPREHENSIVE GENERAL LIABILITY

Minimum limits of \$500,000 per occurrence for bodily injury.

COMPREHENSIVE AUTOMOBILE LIABILITY

Minimum limits of \$200,000 per person, \$500,000 per occurrence for bodily injury and \$20,000 per accident for property damage. This insurance shall extend to cover hired cars and automobile non-insured drivers.

H012 NOTICE OF AWARD

Award of a contract resulting from this solicitation may be made by the issuance of a written notice of award. Notwithstanding the requirements to execute formal contractual documents, a notice of award shall constitute a binding contract when such is mailed (or otherwise furnished) to the successful offeror.

H013 CONTRACTOR IDENTIFICATION

On site Contractor personnel working within facilities on military installations must be recognizable as contractors by the wearing of distinctive clothing bearing the name of the company or organization, or by the wearing of appropriate badges. It shall be the responsibility of

supervisory Contractor personnel to ensure that appropriate identification is visibly worn at all times while performing within a military installation.

H014 CONTRACTOR RESPONSIBILITIES

Contractors operating on AF installations will be responsible to brief and ensure their employees, subcontractors, and suppliers adhere to all traffic rules and regulations. The project manager, foreman, job supervisor, and other personnel providing workman leadership will when possible ensure the workers comply with these rules and regulations. The typical speed limit on an AF installation is 25/35 mph; in base housing areas it is 15 mph and in parking lots is 5 mph. Individuals shall obey all entry procedures. If the Security Police personnel on the entry points (gates) give instructions, they will be complied with immediately.

H015 ORGANIZATIONAL CONFLICTS OF INTEREST

In accordance with FAR 9.5 to prevent conflicting roles which may bias the contractor's judgement or objectivity, or to preclude the contractor from obtaining an unfair advantage in concurrent or future acquisitions, the contractor shall be restricted as follows:

The contractor (to include associates, subcontractors, joint ventures etc). will be assigned to perform environmental audits, assessments and studies that will directly impact future Government requirements. In support of these audits, assessments and studies the contractor may have access to certain proprietary information and data. The contractor is precluded from award of any contract or subcontract or from acting as a consultant to other contractors for those requirements resulting from the recommendations of these audits, assessments and studies.

The contractor may gain access to proprietary information of other companies during contract performance. The contractor agrees to enter into company-to-company agreements to (a) protect the other company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (b) refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or the contractor from other sources and furnished voluntarily without restriction.

The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work related to this contract, unless excused in writing by the Contracting Officer.

H016 DISSEMINATION OF INFORMATION

There shall be no dissemination or publication, except within and between the contractor and any subcontractors, of information developed under this contract contained in the reports to be furnished pursuant to this contract without prior written approval by the Contracting Officer.

H017 PARTNERSHIP MEETINGS

(a) The Contracting Officer, COR and other government personnel, as appropriate, will meet periodically with the contractor to review the contractor's performance. At these meetings, the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. The contractor will also notify the Contracting Officer (in writing) of any work being performed, if any, that the contractor considers over and above the requirements of the contract. Appropriate action shall be taken to resolve outstanding issues.

(b) These meetings shall be held as needed, but not less than semiannually.

(c) The minutes of these meetings will be reduced to writing, signed by the Contracting Officer and any other signatures as deemed appropriate, and distributed to the functional area and the contractor. Should the contractor not concur with the minutes, the contractor will set out in writing to the Contracting Officer any areas of nonoccurrence.

H018 CLASSIFIED WORK RESTRICTION

(a) At time of contract award the contractor does not hold a security clearance. As a result, all Contracting Officers are hereby prohibited from issuing any classified projects to the contractor until appropriate security clearances have been obtained.

(b) To expedite removal of aforementioned restriction, the contractor agrees to actively seek clearances and to notify ACC CONS/LGCE in writing within 15 calendar days of clearance receipt.

H019 CONTRACT REPRICING

(a) This clause identifies a condition, which affects the labor, and indirect rates negotiated as part of this contract, and provides for a **downward only** adjustment of the rates. This clause is applicable to the following situations:

(1) The parties to this agreement recognize that at the time of the DCAA audit the contractors proposals had some areas of concern as follows:

e2M's accounting system was not considered adequate for the accumulating and reporting of costs and both e2M and Ogden's costs for their indirect rate pools for 1999 through 2005 were unknown. This clause provides for a downward adjustment of the negotiated indirect rates, for the duration of the contract, once the impact of the applicable costs has been qualified.

(b) As a result of the aforementioned condition identified in para a. the parties agree to take the following actions:

(1) The contractor shall submit to ACC CONS/LGCE and the cognizant DCAA office, a determination of the adequacy of their accounting system.

(2) The contractor shall submit to ACC CONS/LGCE and a copy to the cognizant DCAA office, annual labor and indirect rate packages for contract performance periods 2000 through 2006. These rate packages shall include the anticipated impacts of planned cost reduction measures for the contract period involved and shall be submitted at least 120 days before the expiration to the preceding contract period. Upon receipt of the contractor's rate package the government will initiate an analysis of the proposed rates and assess their impact upon contract rates.

(3) In the event a downward adjustment is necessary to the labor rates, the following adjustments will be made:

(a) The affected labor rates in Attachment 2 will be adjusted downward for the contract period directly involved, and all subsequent contract years.

(b) All issued task orders which are affected by the change in labor and indirect rates shall be adjusted downward to reflect the downward change in rates.

(4) Method of adjustment shall be as follows:

(a) The parties have established a set of values known as the Revision Rate File for rates in the computation of a repricing baseline (see Attachment 4). The Revision Rate file is defined as the document that records all applicable elements of the negotiated contract labor rates prices. The Revision Rate File shall be identified as such by agreement of the parties. The contract labor rate adjustments will be calculated by multiplying e2M's updated first labor rates (subject to DCAA recommended revisions) by their applicable updated indirect rates (also subject to DCAA recommended revision) and adding profit. (Note: The profit percentage issued in this calculation is set in the initial revision, rates file and will not change throughout the life of the contract). If the updated amounts are less than those contained in the current revision file, the difference between the updated amounts and the amounts contained in the current revision rate file may be subtracted from the labor rates set forth in Attachment No. 2. If the updated amounts are equal to or greater than those contained in the current revision file, no adjustment will be necessary. The attached initial Revision Rate File is the result of contract negotiations prior to contract award and shall be used for the initial repricing under this clause. As revised amounts are negotiated subsequent to development of the initial Revision Rate File, the resulting amount shall be incorporated into the revision rate file until such time as they are further revised.

(c) In the event the parties fail to agree on the magnitude of the downward adjustments to be made as a result of this clause, the government reserves the unilateral right to make adjustments to the items identified in paragraph b. (3) above based on available documentation and information. If the contractor disagrees with the adjustments, the matter shall be considered a dispute within the meaning of the dispute clause of this contract.

(d) Nothing in this clause shall be construed to relieve the contractor from its obligations under the contract clause entitled "Price Reduction of Defective Cost or Pricing Data" (or the related clause for modifications) or to affect the government's remedies thereunder.

PART II – CONTRACT CLAUSES SECTION I	CONTRACT CLAUSES
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A. NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.202-01 DEFINITIONS (OCT 1995) - ALTERNATE I (APR 1984)
- 52.203-03 GRATUITIES (APR 1984)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- 52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-04 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (AUG 1996)
- 52.216-07 ALLOWABLE COST AND PAYMENT (APR 1998)
- 52.216-18 ORDERING (OCT 1995)
 - para (a), issued from date is 'date of contract award '
 - para (a), issued through date is 'five years.'
- 52.216-19 ORDER LIMITATIONS (OCT 1995)
 - para (a), dollar amount or quantity is '\$1,000.00'
 - para (b)(1), dollar amount or quantity is 'the program ceiling'
 - para (b)(2), dollar amount or quantity is 'the program ceiling'
 - para (b)(3), N/A
 - para (d), N/A

NOTE: There is no maximum dollar limitation assigned for the individual delivery orders other than the accumulative value of orders issued hereunder cannot exceed the program ceiling.
- 52.216-22 INDEFINITE QUANTITY (OCT 1995)
 - para (d), date is '24 months from the last day in the term of this contract.'
- 52.219-08 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)

- 52.219-09 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1998)- ALTERNATE II (MAR 1996)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (AUG 1998)
- 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTE (FEB 1997)
- 52.222-02 PAYMENT OF OVERTIME PREMIUMS (JUL 1990)
para (a) if the overtime premium cost does not exceed '0.00'
- 52.222-03 CONVICT LABOR (AUG 1996)
- 52.222-04 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 1995)
- 52.222-06 DAVIS-BACON ACT (FEB 1995)
- 52.222-07 WITHHOLDING OF FUNDS (FEB 1988)
- 52.222-08 PAYROLLS AND BASIC RECORDS (FEB 1988)
- 52.222-09 APPRENTICES AND TRAINEES (FEB 1988)
- 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
- 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
- 52.222-12 CONTRACT TERMINATION -- DEBARMENT (FEB 1988)
- 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
- 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
- 52.222-26 EQUAL OPPORTUNITY (FEB 1999)
- 52.222-28 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)
- 52.222-29 NOTIFICATION OF VISA DENIAL (APR 1984)
- 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VERERANS OF THE VIETNAM ERA (APR 1998)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1988)
- 52.223-02 CLEAN AIR AND WATER (APR 1984)
- 52.223-03 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
(b) Material(s) to be identified by contractor upon issuance of task orders.
- 52.223-06 DRUG-FREE WORKPLACE (JAN 1997)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
- 52.226-01 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (SEP 1996)
- 52.227-01 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-12 PATENT RIGHTS – RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

52.227-17 RIGHTS IN DATA – SPECIAL WORKS (JUN 1987)
 52.228-03 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
 52.228-05 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
 52.229-05 TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
 52.229-06 TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)
 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (OCT 1988)
 para (c), agreement between 'United States Department of the Air Force'
 para (g), agency name 'United States Department of the Air Force'
 para (g), agency name 'United States Department of the Air Force'
 52.230-02 COST ACCOUNTING STANDARDS (APR 1998)
 52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)
 52.232-07 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 1997) ALTERNATE I (APR 1984)
 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
 52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (AUG 1987)
 52.232-11 EXTRAS (APR 1984)
 52.232-17 INTEREST (JUN 1996)
 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)
 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JUN 1997)
 52.233-01 DISPUTES (OCT 1995)
 52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
 para (c), dollar amount is 'as stipulated in each order, if applicable'
 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APR 1984)
 52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
 52.237-09 WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (OCT 1995)
 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
 52.242-13 BANKRUPTCY (JUL 1995)
 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984)
 52.243-03 CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (AUG 1987)
 52.244-04 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (AUG 1998)

- 52.245-04 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (Apr 1984)
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
- 52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
 - para (a), name of specific agency 'United States Department of the Air Force'
 - para (a), name of specific agency 'to be completed at time of award'
 - para (b), contract number 'to be completed at time of award'
 - name and address of cao 'to be completed at time of award'
- 52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (JAN 1997)
- 52.249-07 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.251-01 GOVERNMENT SUPPLY SOURCES (APR 1984) - ALTERNATE I (APR 1984)
- 52.252-04 ALTERATIONS IN CONTRACT (APR 1984)
- 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

II. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
- 252.203-7001 SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997)
- 252.203-7002 DISPLAY OF HOTLINE POSTER (DEC 1991)
- 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
- 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
- 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMAN-OWNED BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
- 252.219-7005 INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESS, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS (OCT 1998)
 - para (a) 1 percent
- 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (DEC 1991)
 - para (a) in the State of 'Alaska or Hawaii'
- 252.222-7001 RIGHT OF FIRST REFUSAL OF EMPLOYMENT--CLOSURE OF MILITARY INSTALLATIONS (APR 1993)
- 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

para (c) Material to be identified by contractor upon date of issuance of individual task orders.

- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
- 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)
- 252-225-7009 DUTY-FREE ENTRY—QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (MAR 1998)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (SEP 1997)
- 252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAR 1998)
- 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
- 252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 252.232-7009 PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR) (JUN 1998).
- 252.236-7009 OPTION FOR SUPERVISION AND INSPECTION SERVICES (DEC 1991)
- 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
- 252.243-7001 PRICING CONTRACT MODIFICATIONS (DEC 1991)
- 252.245.7000 GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY (DEC 1991)
- 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

III. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) *Definitions.*

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.252-02 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

IV. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

52.222.7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUNE 1997)

(a) The Contractor shall comply with all-

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnified and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

252.225-7042 AUTHORIZATION TO PERFORM (JUNE 1997)

The Contractor represents that it has been duly authorized to operate and to do business in the country or countries in which this contract is to be performed. The Contractor also represents that it will fully comply with all laws, decrees, labor standards, and regulations of such country or countries, during the performance of this contract.

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) Definitions. As used in this clause—

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its task schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the

rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT
DESCRIPTION	LINE ITEMS QUANTITY
TOTAL	

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

V. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY (MAY 1996)
Thirty days before the date contractor operations will begin on base, the contractor shall notify the security police activity shown in the distribution block of the DD Form 254, DOD Contract Security Classification Specification, as to:

(a) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;

(b) The contract number and military contracting command;

(c) The highest classification category of defense information to which contractor employees will have access;

(d) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;

(e) The date contractor operations will begin on base in the U.S. or in the overseas area;

(f) The estimated completion date of operations on base in the U.S. or in the overseas area; and

(g) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

5352.204-9001 VISITOR GROUP SECURITY AGREEMENTS (MAY 1996)

Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the

contractor shall enter into a security agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions which will be performed:

- (a) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and
- (d) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996)

(a) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(b) Unless a specific waiver has been approved, Air Force procurements:

(1) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process; and

(2) May not include any specification, standard, drawing, or other document that establishes a requirement that can only be met by use of a Class I ODS;

(c) For the purposes of Air Force policy, the following are Class I ODS:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

Substance Application/Use Quantity (lbs)

None

[List each Class I ODS, its applications or use and the approved quantities. If "None," so state.]

(e) To assist the Air Force in implementing this policy, the offeror/Contractor is required to notify the Contracting Officer if any Class I ODS not specifically listed above is required in the performance of this contract.

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS(JUN 1997)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Comply with the specific health and safety requirements established by this contract;

(2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;

(3)Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health Standards (AFOSH) and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS
(MAY 1996)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's

license, current vehicle registration, valid vehicle insurance certificate, and all other required information to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment.

VI. IN ADDITION TO THE APPLICABLE CLAUSES LISTED ABOVE, THE FOLLOWING FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES ALSO APPLY TO 8(a) FIRMS

52.219-17 SECTION 8(A) AWARD (Dec 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C.637(a)).

(2) Except for novation agreements and advance payments, delegates to the Air Combat Command Contracting Squadron the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Air Combat Command Contracting Squadron Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Air Combat Command Contracting Squadron.

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A)
CONCERNS (Jan 1997)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) SIC code 8711 is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) Engineering-environmental Management Inc (e2m) will notify the Air Combat Command Contracting Squadron Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS SECTION J	LIST OF ATTACHMENTS
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<i>DOCUMENT</i>	<i>TITLE</i>	<i>DATE</i>	<i>NO. OF PAGES</i>
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Attachment

1	STATEMENT OF WORK Environmental Investigations and Studies, Audits and Assessments, Compliance/Pollution and other environmental services to support ACC installations, sites and other locations which support ACC in its current planned missions.	12 Mar 99	29
2	Labor Rate Schedule		5
3	DD Form 254, Contract Security Classification Specification	20 Jan 99	2
4	Rate Revision File		25